

## Consulting Agreement

This document shall serve as the Consultation Agreement between **Summers Productions, Inc, a Florida Corporation, located at [REDACTED], their agents and assigns, (hereafter referred to as “Consultants”)** and **NAC Foundation, LLC, with its principal office located at [REDACTED] and its affiliates, subsidiaries, divisions, (hereafter referred to as “Client”)**.

Whereas “Client” is desiring of using “Consultants” expertise and contacts to find a source for approximately Four Million (\$4,000,000.00) investment to be used for placing a commercial advertising for Super Bowl VII. , and has asked “Consultants” to assist them to attain that goal and “Consultants” consent that in return for appropriate compensation to use their best efforts to help “Client” secure the funding they are seeking. For the avoidance of doubt, the transaction deadline to make the “GO/NO GO” decision is 5PM Pacific time on Monday Jan 29 2018.

**Consulting Fee:** “Client” agrees that if “Consultants” are successful in helping “Client” secure funding for the commercial advertising for the Super Bowl as described above and “Client” agrees to accept the funding from the funding source, then all parties agree that “Consultants” will receive a fee equal to Three (3%) of the total number of AML Bitcoins paid to Consultants financing source for providing the funds referenced above, simultaneously when AML Bitcoins are paid to the funding source by the closing attorneys directly to “Consultants” at closing. Client further agrees to provide any additional documents necessary to effect payment to Consultants. Client also agrees to reimburse Consultants for all reasonable expenses that Client preapproves.

**Indemnify.** “Consultant” shall indemnify “Client” against any and all claims related to fees payable to any other broker or consultant regarding this transaction, unless otherwise agreed to in writing by “Consultant” “and “Client” or agreed to by “Client” with “Consultants” knowledge or permission.

**Litigation.** In the event that a lawsuit or other legal proceeding is commenced or instituted as a result of any alleged breach of this Agreement, the prevailing party shall be entitled to any and all damages, as well any and all costs and expenses incurred, including attorney’s fees.

**Severability.** Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

**Non-Circumvention/Confidentiality.** During the term of this Agreement, Client agrees not to circumvent, or contact the Consultant's financing sources introduced by Consultant related to this, or any transaction, without the consent of the Consultant. Consultant agrees not to contact any

Sources whatsoever without the express written approval of Client or its representative. Such sources shall be submitted and approved in writing prior to contact. For the avoidance of doubt, the Client has approved J. Ira Harris and Ross Kemper. The Consultant will keep all the Client's information totally confidential.

**Counterparts.** Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original, emailed or telecopied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

**Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party.

**Entire Agreement.** This Agreement, including any yet to be provided Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between "**Client**" and "**Consultant**" respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto.

**Termination.** The term of this agreement shall exist in place for a **term of 2 years**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year noted which last date is the effective date of this agreement.

**Summers Productions, Inc**

**NAC Foundation, LLC**

*Marcus Andrade*

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**By: Allan Migdall, V-President**

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**By: Marcus Andrade, Founder**

**Agreed and Accepted**  
**January 29, 2018**

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